



County of Los Angeles  
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DAVID E. JANSSEN  
Chief Administrative Officer

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May 9, 2007

To: Supervisor Zev Yaroslavsky, Chairman  
Supervisor Gloria Molina  
Supervisor Yvonne B. Burke  
Supervisor Don Knabe  
Supervisor Michael D. Antonovich

From: David E. Janssen  
Chief Administrative Officer

**SIGNED AND FINAL MEMORANDUM OF UNDERSTANDING REGARDING  
DISCLOSURES OF HEALTH AND MENTAL HEALTH INFORMATION TO AND  
FROM COUNTY DEPARTMENTS WHICH HAVE CUSTODY OF MINORS (DCFS,  
DHS, DMH AND PROBATION)**

The purpose of this memo is to forward to your Board, for your information, a significant Memorandum of Understanding (MOU) which has recently been entered into by the Department of Children and Family Services (DCFS), the Department of Health Services (DHS), the Department of Mental Health (DMH), and the Probation Department.

This MOU culminates the year-long work of a committee which was under a request from Superior Court Judge Michael Nash to clarify that custodians of minors in the County's care (through DCFS and Probation) will get the health and mental health information they need to deal with the minor's health and placement needs.

The "Operative Principle" of this MOU is "that those who have custody of a minor should have all the health and mental health information they reasonably need and are legally entitled to, in clear and unambiguous terms that a layperson can understand, in order to be able to perform their job duties and appropriately deal with the minor's health and placement needs and provide for the health and safety of the minor while in the County's custody."

Other competing interests (such as privacy and the need for certain information not relevant to health and safety not to be disclosed) are acknowledged. Each department is required to follow up with protocols and procedures to implement the MOU.

Each Supervisor  
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The involved departments have enthusiastically committed to the principles of this MOU and have appropriate staff dedicated to its purposes. We are very pleased to report to you the end result of this collaborative effort.

DEJ:gla

Attachment

c: Dr. Bruce Chernof  
Ray Fortner  
Tyler McCauley  
Trish Ploen  
Dr. Marv Southard  
Robert Taylor

**COUNTY OF LOS ANGELES**

**MEMORANDUM OF UNDERSTANDING**

**RELATED TO DISCLOSURES OF HEALTH AND MENTAL  
HEALTH INFORMATION TO AND FROM COUNTY  
DEPARTMENTS WHICH HAVE CUSTODY OF MINORS**

**Department of Children and Family Services**

**Probation Department**

**Department of Health Services**

**Department of Mental Health**

**July 1, 2007**

This Memorandum of Understanding (MOU) is effective on July 1, 2007, by and between the following departments of Los Angeles County (the "Parties"):

Department of Children and Family Services  
Probation Department  
Department of Health Services  
Department of Mental Health

Whereas, the Parties to this MOU are each, on behalf of the County of Los Angeles ("County"), jointly and severally involved with, responsible for, and dedicated to the health and safety of minors in the custody of the County;

Whereas, while the Parties each have unique responsibilities with respect to minors in the custody of the County, the health and safety of such minors depends on the coordinated efforts of the Parties;

Whereas, the Parties are desirous of entering into this MOU and related Protocols and Procedures which are authorized by law to demonstrate their commitment to child health and safety, to clarify the principles of information sharing, and to establish a formal means of working with each department and sharing of the minor's health information amongst and between each department while in the County's custody;

Whereas, the Parties understand and acknowledge that the information to be disclosed, while directly related to the health and safety of the subject minors, may also be Protected Health Information ("PHI") under the federal Health Insurance Portability and Accountability Act ("HIPAA") and/or other state laws.

Whereas, the Parties also understand and acknowledge that the subject minors are, by definition, in custody circumstances involving court oversight, and that such minors are represented by their separate counsel;

Whereas, the Parties are attempting, to the best of their ability within the framework of these circumstances, to disclose to child custodians (CSW, Probations Officers and foster parents) the information necessary to ensure child health and safety, and to receive and exchange all information necessary to promote the child's health and welfare;

Definitions used in this MOU:

- A. Memorandum of Understanding: Agreement between Department of Children and Family Services, Department of Health Services, Department of Mental Health and the Probation Department.
- B. Covered Entity: A health care provider who transmits any health information in electronic form in connection with a transaction covered defined in 45 CFR 160.103. The County is a covered Entity. The County's covered health care component departments include, among other County departments, the Department of Health Services, the Department of Mental Health, and the Probation Department's Dorothy Kirby Treatment Center (which may have additional obligations which the other parties do not share).
- C. Individual: Means the person who is the subject of protected health information.
- D. Minimum Necessary: Means when using or disclosing protected health information or when requesting protected health information from another Party, the Parties must make reasonable efforts to limit protected health information to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request.

Minimum necessary does not apply to:

- Disclosures to or requests by a health care provider for treatment;
  - Uses or disclosures made to the individual, as permitted under HIPAA;
  - Uses or disclosures made pursuant to an authorization;
  - Uses or disclosures required by law.
- E. Privacy Rule: Means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164.
  - F. Protected Health Information means: Individually identifiable health information.
  - G. Required by Law: The term "required by law" has the meaning as in 45 CFR 164.501.

NOW, THEREFORE, the Parties hereto agree as follows:

- A. The primary intention and purpose of this MOU are the health and safety of the child in the broadest sense while the child is in the custody of the County.
- B. The Parties acknowledge that there are other interests which have to be taken into account, such as privacy considerations. In addition, the minors are represented by counsel and face the possibility of court proceedings. However, the health and mental health disclosures which are the subject of this MOU are intended solely for promoting the continuity of care for juveniles among agencies which share responsibility to provide care, and further to prevent the duplication of health and mental health services and to promote the health and safety of minors in the custody of the County. These disclosures are not intended for forensic purposes or to gather forensic information for the court's proceedings but to provide necessary health and mental health information which will assist the court in making appropriate orders to promote the juveniles health and safety.
- C. The "Operative Principle" of this MOU is: those who have custody of a minor should have all the health and mental health information they reasonably need, and are legally entitled to, in clear and unambiguous terms that a layperson can understand, in order to be able to perform their job duties and appropriately deal with the minor's health and placement needs and provide for the health and safety of the minor while in the County's custody.
- D. The Parties will each develop individualized Protocols to implement the understandings reached in this MOU and will revise their policies, procedures, and practices as is necessary to implement the MOU.
- E. The Parties understand that there are different levels for the "need to know" within each department. The Privacy Rule recognizes that each Party is in the best position to know and determine who in its workforce or provider of care to a minor needs access to personal health information to perform their job duties and protect the health and safety of the minor.

- F. While there may be difficult cases which require special interdepartmental review and consideration, the Parties are committed to establishing a policy and practice to implement the Operative Principle of this MOU for the primary custodians of minors who have a need to know, including but not limited to, CSW's, Probation Officers, and foster parents.
- G. If a Party does not agree that the amount of information requested by another covered entity is reasonably necessary for the purpose, it is up to both Parties to negotiate a resolution of the dispute as to the amount of information needed. Nothing in the Privacy Rule prevents a covered entity from discussing its concerns with another covered entity making a request, and negotiating an information exchange that meets the needs of the Parties. When in doubt, the Parties agree that the exchange of information is favored to ensure the health and safety of minors in the County's custody.
- H. The Parties will establish an ongoing joint review process, to regularly monitor and improve the process as appropriate, and to deal with any concerns or questions as they may arise.
- I. In establishing this MOU, the Parties emphasize their duties with respect to child health and safety for minors in their custody, and rely on all laws and regulations authorizing the disclosure of PHI for minors in the County's custody, including but not limited to the treatment and coordination and management of care principles of HIPAA, as well as the multidisciplinary team and related principles of the laws of California.
- J. This MOU may be amended or revised from time to time as the parties further implement its principles.
- K. This MOU shall remain in effect until such times as the Parties determine to terminate it, upon 30 days written notice. Each Party shall have the right to terminate, after a reasonable opportunity for the Parties to resolve any difference.

NOTED AND APPROVED:

Trish Ploehn  
Trish Ploehn, DCFS

5-1-07  
Date

Marvin Southard  
Marvin Southard, DMH

4-26-07  
Date

Bruce Chernof  
Bruce Chernof, DHS

5.1.07  
Date

Robert B. Taylor  
Robert B. Taylor, PROBATION

5-7-07  
Date